



RECORDATION NO. 966/__Filed 1425

FEB 23 1979 -12 40 PM

INTERSTATE COMMERCE COMMISSION

No.
Den 6 EB 2 3 1979
Fee \$ 10.00

ICC Washington, D. C.

February 22, 1979

H. G. Homme, Jr. Acting Secretary Interstate Commerce Commission Washington, D. C. 20423

Dear Mr. Homme:

We herewith present the following document for recordation pursuant to section 11303 of Title 49 of the United States Code:

Supplement No. I to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. II.

This document supplements a Lease of Railroad Equipment pursuant to Conrail 1978 Trust No. II which was recorded with the Commission on August 28, 1978 at 3:30 P.M. and received recordation number 9661. Certain other documents related to the Lease were filed at that time and received recordation numbers 9302-A through 9302-F.

The enclosed document has been executed in five counterparts, each of which has been joined together to form one document. You are welcome to keep the signed copy. Could you please stamp the two xerox copies with your recordation number and return them to the individual presenting them for recordation.

Enclosed is our check for \$10.00 to cover the recordation fee for the amendment and two supplements.

If you have any questions, please call me at (215) 594-4201. Thank you for your assistance.

Sincerely yours,

Joseph T. Rowan Corporate Counsel

JTR:ld Enclosures FEB 23 12 30 PM 179 FEE OPERATION BR.

Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

Joseph T. Rowar
Conrail
6 Penn Conton
Philadon mice, Ponnsylvenic 19101

Dear Mr. Rowan:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), onliebruary 23,1979 at 12:40 PH,
and assigned recordation number(s) 9601-

Sincerely Yours,

H.G. Homme, Jr.

Secretary

Enclosure(s)

RECORDATION NO Section 1425

FEB 23 1979 -12 40 PM

SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT PURSUANT TO CONRAIL 1978 TRUST NO. II.

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

- (a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.
- (b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.
- (c) The Interim Rental Term with respect to each such

 Box Car shall be from the Closing Date to, but not including,

 January 10, 1979 and the Rental Amount for each day as defined in

 the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT, as trustee, Tessor
Authorized Officer
Date 1-39-79
CONSOLIDATED RAIL CORPORATION, Lessee
Ву
Title
Deto

Pursuant to Section 9.01(b) of the Trust Agreement, the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Supplement No. I.

FORD MOTOR CREDIT COMPANY

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

Date (10th Day of Each Month)	Percent of Cost Boxcars	Date (10th Day of Each Month)	Percent of Cost Boxcars
(10th Day of Each Month) 1/79 and Prior 4/79 7/79 10/79 1/80 4/80 7/30 10/80 1/81 4/81 7/81 10/81 1/82 4/82 7/82 10/82 1/83 4/83 7/83 10/83 1/84 4/84 7/34 10/84	103.11% 102.80 102.79 102.80 102.71 102.54 102.25 101.85 101.36 100.82 100.19 99.74 98.60 91.50 90.61 89.65 88.64 87.58 86.44 85.49 83.86 76.27 74.91 73.49	10/86 1/87 4/87 7/87 10/86 1/88 1/88 1/88 1/88 1/88 1/89 1/89 1/89	
1/85 4/85 7/85 10/85 1/86 4/86 7/86	72.02 70.51 68.94 67.58 65.48 57.57 55.84	10/92 1/93 4/93 7/93 10/93 1/94 and Thereafter	21.32 20.84 20.44 20.07 20.00

STATE OF PENNSYLVANIA)
) ss.:
CITY OF PHILADELPHIA)

On this , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN)

COUNTY OF WAYNE)

On this r-29-79, before me personally appeared DONALD E. BLACK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one of the seals affixed to the foregoing instrument is the seal of said national bank, as such Trustee and not in its individual capacity, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank in said capacity.

Notary Public

[Notarial Seal]

CHARLES J. PAVELLA

Notary Public Wayne County, Mich.

My Commission Expires Sept. 10, 1980

SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1,~1978, to LEASE OF RAILROAD

EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between

CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS

NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement

for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of

February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY,

THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

- (a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.
- (b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.
- (c) The Interim Rental Term with respect to each such
 Box Car shall be from the Closing Date to, but not including,
 January 10, 1979 and the Rental Amount for each day as defined in
 the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

as trustee, Lessor
Ву
Authorized Officer
Date
CONSOLIDATED RAIL CORPORATION, Lessee By Asst. Treas 7 Tab. & Blig.
Date ///////

Pursuant to Section 9.01(b) of the Trust Agreement, the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Supplement No. I.

Ву
Date
THE BUDD LEASING CORP.
Ву
Date
GOULD LEASING INC.
By
Date

FORD MOTOR CREDIT COMPANY

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

	•	•	í
. Date	Percent of Cost	Date	Percent of Cost
(10th Day of Each Month)	Boxcars	(10th Day of Each Month)	Boxcars
12000			
1/79 and Prior	103.11%	10/86	54.07
4/79	102.80	1/87	52.26
7/79	102.79	4/87	50.42
10/79	102.80	7/87	48.57
1/80	102.71	10/87	46.71
4/80	102.54	1/88	44.85
7/30	102.25	4/88	42.97
10/60	101.85	7/88	41.13
1/81	101.36	10/88	39.29
4/81	100.82	1/89	37.46
7/81	100.19	4/89	35.61
10/31	99.74	7/89	33.81
1/82	98.60	10/89	32.02
4/82	91.50	i/90	30.24
7/82	90.61	4/90	28.45
10/82	89.65	7/90	26. 72
1/83	88.64	10/90	25.01 25.61
4/83	87.58	1/91	24.61
7/83	86.44	4/91	24.21
10/83	85.49	7/91	23.83
1/84	83.86	10/91	23.45
4/84	76.27	1/92	23.04
7/34	74.91	4/92	22.62
10/84	73.49	7/92	22.20
1/85	72.02	10/92	21.77
4/85	70.51	1/93	21.32 20.84
7/85	68 . 94	4/93 7/03	20.44 20.64
10/85	67 . 58	7/93	
1/86	65.48	10/93	20.07
4/86	57.57	1/94 and Thereafter	20.00
7/86	55.84	•	

STATE OF PENNSYLVANIA)
) ss.:
CITY OF PHILADELPHIA)

On this //7/79 , before me personally appeared B.D. Wellmon , to me personally known, who, being by me duly sworn, says that he is a Asst. Treas. The & Blig. of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires August 7, 1980

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

On this , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one of the seals affixed to the foregoing instrument is the seal of said national bank, as such Trustee and not in its individual capacity, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank in said capacity.

Notary Public

[Notarial Seal]

SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

- (a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.
- (b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.
- (c) The Interim Rental Term with respect to each such

 Box Car shall be from the Closing Date to, but not including,

 January 10, 1979 and the Rental Amount for each day as defined in

 the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

as trustee, Lessor
Ву
Authorized Officer
Date
CONSOLIDATED RAIL CORPORATION, Lessee
Ву
Title
Det-

Pursuant to Section 9.01(b) of the Trust Agreement, the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Supplement No. I.

By 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/
By Bin I I for the Date State of the State o
THE BUDD LEASING CORP.
By
Date
GOULD LEASING INC.
Ву
Date

FORD MOTOR CREDIT COMPANY

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

	•	•	•
Date	Percent of Cost	Date	Percent of Cost
(10th Day of Each Month)	Boxcars	(10th Day of Each Month)	Boxcars
			1
1/79 and Prior	103.11%	10/86	54.07
4/79	102.80	1/87	52.26
7/79	102.79	4/87	50.42
10/79	102.80	7/ 87	48.57
1/80	102.71	10/87	46.71
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. 10/81	99.74	7/89	33.81
10/81 1/82	98.60	10/89	32.02
4/82	91.50	1/90	30.24
7/82	90.61	4/90	28.45
10/82	89.65	. 7/90	26.72
1/83	88.64	10/90	25.01
4/83	87.58	1/91	24.61
7/83	86.44	4/91	24.21
10/83	85.49	7/91	23.83
1/84	83.86	10/91	23.45
4/84	76.27	1/92	23.04
7/84	74.91	4/92	22.62
10/84	73.49	7/92	22.20
1/85	72.02	10/92	21.77
4/85	70.51	1/93	21.32
7/85	68.94	4/93	20.84
10/85	67 . 58	7/93	20.44
1/86	65.48	10/93	20.07
4/86	57.57	1/94 and Thereafter	20.00
7/86	55 . 84	A) A min Inci car voi	23,00
1/00)). 		-

SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

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All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

as trustee, Lessor
ByAuthorized Officer
Date
CONSOLIDATED RAIL CORPORATION, Lessee
Ву
Title
Date

Pursuant to Section 9.01(b) of the Trust Agreement,

the Beneficiaries hereby consent to and authorize and direct

the Lessor to execute and deliver the foregoing Supplement

No. I.

Ву
Date
THE BUDD LEASING CORP.
By <u>JL112. A </u>
Date JAN 1 8 1979
GOULD LEASING INC.
Ву
Date

FORD MOTOR CREDIT COMPANY

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

Date Percent of Cost Date Percent of Cost Roxcars (10th Day of Each Month) Roxcars (10th Day of Each Month) Roxcars (10th Day of Each Month) Roxcars Rox		•	₩	
1/79 and Prior 103.11% 10/86 54.07	Date	Percent of Cost	Date	Percent of Cost
1/79 and Prior 103.11% 10/86 54.07 4/79 102.80 1/87 52.26 7/79 102.79 4/87 50.42 10/79 102.80 7/87 48.57 1/80 102.71 10/87 46.71 4/80 102.54 1/83 44.85 7/30 102.55 4/88 42.97 10/60 101.85 7/88 41.13 1/61 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 10/83 85.49 7/91 23.83 1/84 83.86 10/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/34 74.91 4/92 22.62 10/84 73.49 7/92 22.62 10/85 72.02 10/92 21.77 4/85 68.94 4/93 20.84 10/85 77.57 1/94 and Thereafter		_		1
4/79 102.80 1/87 52.26 7/79 102.79 4/87 50.42 10/79 102.80 7/87 48.57 1/80 102.71 10/87 46.71 4/80 102.71 10/87 46.71 4/80 102.25 4/88 42.97 10/30 101.85 7/88 41.13 1/31 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 37.46 7/81 100.19 4/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.61 7/84 74.91 4/92 22.62 10/84 73.49 7/92 22.02				
7/79 102.79 4/87 50.42 10/79 102.80 7/87 485.57 1/80 102.71 10/87 46.71 4/80 102.71 10/87 46.71 4/80 102.54 1/83 44.85 7/30 102.25 4/88 42.97 10/30 101.85 7/88 41.13 1/31 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 88.64 10/90 25.01 1/84 83.86 10/91 23.83 1/84 83.86 10/91 23.83 1/84 76.27 1/92 23.04 7/24 74.91 4/92 22.62 10/84 73.49 7/92 22.62 10/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 77.57 1/94 and Thereafter	1/79 and Prior	103.11%	10/86	54.07
7/79 102.79 4/87 50.42 1079 102.80 7/87 485.57 1/80 102.71 10/87 46.71 4/50 102.54 1/83 44.85 7/80 102.25 4/88 42.97 10/80 101.85 7/88 41.13 1/81 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 88.44 4/91 24.21 10/83 87.58 1/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/24 74.91 4/92 22.62 10/84 73.49 7/92 22.62 10/84 73.49 7/92 22.62 10/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 77.57 1/94 and Thereafter	4/79	102.80	1/87	
10/79 102.80 7/87 48.57 1/80 102.71 10/87 46.71 4/80 102.25 1/83 44.85 7/30 101.85 7/83 41.13 10/50 101.85 7/83 41.13 1/31 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.82 1/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 10/90 25.01 4/84 83.86 10/91 23.45 4/84 76.27 1/92 22.02 <		102.79	4/87	50.42
1/80 1/80 1/80 1/80 1/80 1/80 1/80 1/80		102.80		48.57
4/80 102.54 1/88 44.85 7/30 102.25 4/88 42.97 10/60 101.85 7/88 41.13 1/61 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 86.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/84 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 <td>1/80</td> <td>102.71</td> <td>10/87</td> <td>46.71</td>	1/80	102.71	10/87	46.71
7/30	4/80	102.54		44.85
10/60	7/30	102.25		42.97
1/31 101.36 10/88 39.29 4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/84 7/84 77.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 72.02 10/92 21.77 4/85 72.02 10/92 21.77 4/85 76.58 70.51 1/93 20.84 10/85 67.58 10/93 20.84 1/86 65.48 10/93 20.07 4/86	10/60	101.85	7/88	41.13
4/81 100.82 1/89 37.46 7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.61 7/83 86.44 4/91 24.61 7/83 86.44 4/91 24.61 7/83 86.44 4/91 23.83 1/84 83.86 10/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/84 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 <	1/31	101.36	10/88	39.29
7/81 100.19 4/89 35.61 10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/34 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 10/85 67.58 7/93 20.44 1/86 65.48 10/93 1/84 and Thereafter 20.00	4/81	100.82	1/89	37.46
10/81 99.74 7/89 33.81 1/82 98.60 10/89 32.02 4/82 91.50 1/90 30.24 7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 7/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/34 74.91 4/92 22.62 10/84 73.49 7/92 22.62 10/84 73.49 7/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 20.84 10/85 67.58 7/93 20.84 10/85 67.58 7/93 20.84 10/85 67.58 7/93 20.94 1/86 65.48 10/93 20.07 4/86		100.19	4/89	35.61
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7/82 90.61 4/90 28.45 10/82 89.65 7/90 26.72 1/83 88.64 10/90 25.01 4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/84 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 10/85 67.58 7/93 20.07 1/86 65.48 10/93 1/94 and Thereafter 20.00	1/82	98.60	10/89	32.02
10/82	4/82	91.50		
1/83	7/82			
4/83 87.58 1/91 24.61 7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/54 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	10/82			26. 72
7/83 86.44 4/91 24.21 10/83 85.49 7/91 23.83 1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/54 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	1/83		10/90	
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1/84 83.86 10/91 23.45 4/84 76.27 1/92 23.04 7/34 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	10/83		7/91	23.83
7/34 74.91 4/92 22.62 10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 57.57 1/94 and Thereafter 20.00	1/84	83.86	10/91	
10/84 73.49 7/92 22.20 1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	4/84	76.27		
1/85 72.02 10/92 21.77 4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00		74.91		
4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	10/84	73.49		22.20
4/85 70.51 1/93 21.32 7/85 68.94 4/93 20.84 10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	1/85	72.02	10/92	21.77
10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	4/85			
10/85 67.58 7/93 20.44 1/86 65.48 10/93 20.07 4/86 57.57 1/94 and Thereafter 20.00	7/85		4/93	
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4/86 57.57 1/94 and Thereafter 20.00	1/86	65. 48		
	4/86	57.57	1/94 and Thereafter	20.00
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SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

- (a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.
- (b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.
- (c) The Interim Rental Term with respect to each such

 Box Car shall be from the Closing Date to, but not including,

 January 10, 1979 and the Rental Amount for each day as defined in

 the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

as trustee, Lessor	.011
Ву	
Authorized Officer	
Date	_
CONSOLIDATED RAIL CORPORATION, Lessee	
Ву	
Title	
Date	

Pursuant to Section 9.01(b) of the Trust Agreement, the Beneficiaries hereby consent to and authorize and direct the Lessor to execute and deliver the foregoing Supplement No. I.

FORD MOTOR CREDIT COMPANY

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

		₹	
Date (10th Day of Each Month)	Percent of Cost Boxcars	Date (10th Day of Each Month)	Percent of Cos Boxcars
1/79 and Prior	103.11%	10/86	54.07
4/79	102.80	1/87	52.26
7/79	102.79	4/87	50.42
10/79	102.80	7/87	48.57
1/80	102.71	10/87	46.71
1/80 4/80	102.54	1/88	44 . 85
7/30	102.25	1/83 4/88	42.97
10/60	. 101.85	7/88	41.13
1/31	101.36	10/88	39.29
4/81	100. 82	1/89	37.46
7/81	100.19	4/89	35.61
10/31	99.74	7/89	33.81
1/82	98.60	10/89	32.02
4/82 7/82	91.50	1/90	30.24
7/82	90.61	4/90	28.45
10/62	89.65	7/90	26. 72
1/83	88.64	10/90	25.01
4/83	87.58	1/91	24.61
7/83	86.44	4/91	24.21
10/83	85.49	7/91	23.83
1/84	83.86	10/91	23.45
4/84	76. 27	1/92	23.04
7/34	74.91	4/92	22. 62
10/84	7 3.49	7/92	22.20
1/85	72.02	10/92	21.77
4/85	70.51	1/93	21.32
7/85	68. 94	4/93	20.84
10/85 1/86	67.58	7/93	20.44
1/86	65.48	10/93	20.07
. 4/86	57.5 7	1/94 and Thereafter	20.00
7/86	55.84		